

August 25, 2004

TO: All Consultants

RE: Expression of Interest  
Environmental Engineering Consultant  
Operation, Maintenance and Compliance Monitoring at  
former William Halsey Service Area 11N and  
Vince Lombardi Service Area 13  
Order for Professional Services No. 2069

The New Jersey Turnpike Authority (Authority) invites Expressions of Interest (EOIs) from consultants prequalified in profile code C197- "Remediation System – Operation and Maintenance" for services associated with the above referenced "Simple" project.

The Authority operates remedial systems at the former William Halsey Service Area 11N, Milepost 101.7 North, in Elizabeth, Union County and Vince Lombardi Service Area 13, Milepost 116.0, in Ridgefield, Bergen County. The systems are designed to address soil and groundwater contamination at each site. The Authority requires the professional services of an environmental engineering consultant to operate, perform compliance monitoring and maintain the remediation systems installed at both service areas. The Consultant shall assume responsibility of the remedial systems on January 1, 2005 and continue for a three (3) year period ending December 31, 2007. The Order for Professional Service will be awarded for an amount not to exceed \$850,000 for the three (3) year period.

### **William Halsey Service Area 11N**

#### **SCOPE OF WORK**

The former William Halsey Service Area 11N is located at milepost 101.7 north, in Elizabeth, Union County. Discharges from the former underground storage tank (UST) systems have contaminated the soil and groundwater at the site. In response to the contamination, the Authority installed an air

sparging /soil vapor extraction (AS/SVE) and groundwater pump and treat systems in 1999 that target impacted soil, capture of free product and the remediation of soluble-phase contamination. Discharge from the treatment system is routed to an on-site sanitary sewer, approved and permitted by the New Jersey Department of Environmental Protection (NJDEP) and Joint Meeting of Essex and Union Counties (JMEUC).

The scope of work is divided into the following tasks:

1. Operation and Maintenance of the Remedial Systems
2. Compliance Monitoring and Reporting

These tasks are described below.

### **Operation and Maintenance**

Maintenance shall include regular scheduled items such as changing oil, filter replacement, greasing motor bearing and any preventative maintenance items that may be necessary.

The system consists of multiple AS /SVE recovery wells, a groundwater sump and a 429 foot long hydraulically connected downgradient interceptor trench. The system incorporates a series of four (4) liquid-phase granulated activated carbon (GAC) absorbers to remediate groundwater and a catalytic oxidizer to treat air emissions.

The consultant must check the air sparge compressor (applied pressure and flow rate) on a weekly basis to ensure the system is operating properly.

The AS/SVE system must be monitored weekly for vacuum and flow and the oxidizer must be monitored weekly for temperature, flow, and vapor concentrations.

Normal maintenance of the pump and treat system shall include inspection and replacement of the process water bag filters, inspection of the oil/water separator and overflow tank, inspection and replacement of GAC units due to silt/iron fouling, and inspection and lubrication of pumps and motors.

During the weekly inspections, the Consultant shall note any problems with the systems' operation, troubleshoot to determine the cause and repair the problem. Extraordinary maintenance items or major equipment replacement, i.e. compressor, blower, catalytic oxidizer, shall be the Authority's responsibility. The consultant will repair and replace manholes as needed.

### **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with NJDEP permits and directives as described below. As part of the monitoring, the Consultant shall check all wells for floating product on a monthly basis. If product is present, it shall be collected and stored for disposal by the Authority. All samples will be submitted to the Authority's contract laboratory for the required

analyses. The consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data.

Air Sparge System – At each change of the AS zones, check each sparge point of operating zone for pressure and flow, where a flow meter is present.

Soil Vapor Extraction System – The influent and effluent of the oxidizer will be monitored weekly with a PID. The influent and effluent air samples will be collected monthly and analyzed in accordance with the sampling schedule found in the NJDEP RAWA Approval letter dated January 29, 1998. The SVE legs will be checked quarterly for vacuum and samples collected for lab analysis. Each SVE point and select monitoring well will be monitored quarterly for vacuum so that an isobar map can be prepared.

Groundwater Quality Monitoring – In accordance with JMEUC Permit, groundwater samples shall be collected on a monthly basis. Current NJDEP groundwater compliance monitoring requirements include the collection of water level data and groundwater sampling in January, April, July and October at the nineteen (19) on site wells. The samples are analyzed for BTEX, MTBE and TBA using EPA Method 602.

Reporting – Monthly Discharge Monitoring Reports shall be prepared for submission to JMEUC. Remedial Action Progress Reports are required in accordance with NJAC 7:26E-6.5 on a semi-annual basis (April and October). This report will include: information on the remedial actions accomplished; modifications or problems associated with the remedial system; results of compliance monitoring; and a discussion of future actions. The report will include all necessary figures, tables, and data.

The second (years' end) semi-annual report shall include a Remedial System Evaluation (RSE). The RSE shall be an evaluation of system performance based on O&M, sampling and reporting results from previous years data. This yearly evaluation report shall demonstrate that a reduction of the contaminate concentrations in the source area and compliance points has occurred, or justify why such decreases have not occurred. RSE shall include recommendations for system adjustments and/or modifications; if indicated.

### **Vince Lombardi Service Area 13**

#### **Scope of Work**

The Authority operates the Vince Lombardi Service Area 13 in Ridgefield, Bergen County. Discharges from the former underground storage tank (UST) systems have contaminated the soil and groundwater. In response to the groundwater contamination, the Authority installed a remediation system in 1997.

The remediation systems originally installed at the site include a soil vapor extraction (SVE) system, an air-sparging (AS) system, a groundwater recovery system comprised of two (2) trenches drained by three (3) pumps and three (3) wells containing total fluid recovery pumps. The AS/SVE system has since been converted to a biosparging system. Discharge from the treatment system is routed to

an on-site sanitary sewer, approved and permitted by the NJDEP and Bergen County Utility Authority (BCUA).

The scope of work is divided into the following tasks:

1. Operation and Maintenance of Remedial Systems
2. Compliance Monitoring and Reporting

These tasks are described below.

## **Operation and Maintenance**

### Groundwater Recovery System

The groundwater recovery system is comprised of two (2) trenches fitted with two (2) sumps and extraction pumps that deliver groundwater to the treatment shed. Groundwater treatment equipment includes an oil/water separator, a chemical feed pump for the addition of a sequestering agent to control scale, and a diffused air stripper. Given that the influent concentrations have been well below the discharge standards for the BCUA, the air stripper was taken off line April 2000. Groundwater discharge to the BCUA onsite sanitary sewer does not require treatment to meet the BCUA discharge limits.

The product recovery wells (PRW-1, 2 & 3) have operated continuously with the groundwater recovery system. Product is pumped into the oil/water separator. The recovery wells and the separator shall be checked on a regular basis.

### Biosparge System

The biosparge system consists of a blower and 27 sparge points. The system runs at a flow rate of approximately 85 cfm. The consultant will check the air sparge compressor (applied pressure and flow rate) on a weekly basis to ensure the system is operating properly. The biosparge wells will be checked monthly for pressure and airflow. Emissions will be checked monthly to ensure that the average concentration is in accordance with permit parameters.

## **Compliance Monitoring and Reporting**

Compliance monitoring will be conducted in accordance with NJDEP and BCUA permits and directives as described below. All samples will be submitted to the Authority's contract laboratory for the required analyses. The consultant will validate all data deliverables, interpret data results, and propose modifications to the NJDEP based on the analytical data.

Groundwater Recovery System – In accordance with BCUA permit influent/effluent samples are collected monthly. Influent samples are collected from the recovery wells to track contaminant concentrations. Groundwater discharge to the BCUA onsite sanitary sewer does not require treatment to meet the BCUA discharge limits.

Biosparge System - Compliance monitoring will be in accordance with the air permit for the biosparge system. Monthly readings of flow and pressure are required for air sparge wells. Quarterly analyses are required from SVE wells, soil gas probes, and monitoring wells. Samples will be analyzed using a PID.

The Consultant will also collect quarterly soil gas oxygen O<sub>2</sub> and CO<sub>2</sub> readings and LEL (lower explosive limit) measurements to ensure that the threshold requirements for aerobic biodegradation are maintained.

Groundwater Quality Monitoring – The NJDEP requires quarterly monitoring and sampling of the 33 on site wells and 15 piezometers.

Reporting – The Consultant shall prepare for submission monthly Discharge Monitoring Reports (DMRs) to the BCUA as required by the discharge permit. In addition, the Consultant shall prepare Remedial Action Progress Reports in accordance with NJAC 7:26E-6.5 on a semi-annual basis (March and September). This report will include: information on the remedial actions accomplished; modifications or problems associated with the remedial system; results of compliance monitoring; calculation of annual VOC emission rate for the biosparge system; and a discussion of future actions. The report will include all necessary figures, tables, and data.

The second (years' end) semi-annual report shall include a Remedial System Evaluation (RSE). The RSE shall be an evaluation of system performance based on O&M, sampling and reporting results from previous years data. This yearly evaluation report shall demonstrate that a reduction of the contaminate concentrations in the source area and compliance points has occurred, or justify why such decreases have not occurred. The RSE shall include recommendations for system adjustments and /or modifications; if indicated.

## **Other Related Documents**

The Consultant must be familiar with and knowledgeable of all NJDEP regulations concerning Site Remediation, and have a thorough understanding of the regulatory and permitting requirements of the NJDEP, United States Environmental Protection Agency and other environmental and regulatory agencies having jurisdiction in New Jersey.

Should conditions require immediate action the Consultant shall, with prior Authority approval, take the necessary measures to install a temporary system for controlling contamination.

The Consultant must be able to provide support services for legislative and regulatory hearings, testimony for legal process, other support services and serve as an expert witness relating to site remediation as required.

The Authority has retained its own NJDEP certified testing laboratory. The Consultant shall be obligated to use the Authority's contract lab. All sample containers and Quality Control blanks must

be obtained from the Authority's laboratory. The Consultant shall be responsible for validating the laboratory's analytical results and deliverables. Data validation shall be qualitative. The Consultant cannot relinquish this responsibility to a sub-consultant. Laboratory analytical costs, which include transportation, will be borne by the Authority.

In addition, all plans, site maps, etc. prepared by CADD systems must be in a format compatible with the Authority's software.

The Consultant shall submit all reports, permits, documents, and correspondence in hard copies and Computer Storage Media, notably a RW-CD. Reports must be compatible with Authority software and operating system. NJDEP electronic deliverables are also required.

The Consultant will be required to submit to the Authority a brief monthly status report and a yearly report summarizing the activities at the site.

## **EVALUATION AND SUBMISSION REQUIREMENTS**

All firms must demonstrate the successful completion of:

1. Five (5) years of operation, compliance monitoring and maintenance of remedial systems of varied magnitude;
2. The interpretation of analytical results from system effluent to determine required progress changes;
3. Review analyzation and interpretation of data received as a result of groundwater monitoring well sampling;
4. Effective schedule of routine maintenance and remedial activities and report submittals.

In addition, the qualifications of key project personnel will be evaluated. System operators must possess an Industrial N-2 Operators license for a minimum of five (5) years. These factors will be critical elements in the selection process.

Qualified firms or joint ventures being considered for these projects must submit five (5) copies of an Expression of Interest, which must contain the following information:

1. Letter of Interest not exceeding five (5) single-sided, letter sized pages (with minimum 1" borders and minimum 1/8" letters) summarizing the firm's understanding of the project and the Authority's needs, experience of the firm on similar projects (including key person names, addresses, and telephone numbers of three (3) client references), commitment to quality management, outstanding work with the Authority, if any, and location of the project office;

2. An Organization Chart must be provided containing key personnel, their designation and their allocation to specific tasks, and the necessary inter-faces between each person. The Consultant is required to designate a Managing Principal and a Project Manager for the Project. If, for any reason either individual withdraws from active participation in the Project and is no longer available, the Authority may, at its discretion, exercise its right to terminate the Contract;
3. One page single-sided resume for up to five (5) key project personnel stating relevant experience including dates of assignments and professional qualifications;
4. Letter signed by a principal of the company, stating that the Consultant is or will be able to comply with the insurance requirements and indemnification detailed in Appendix A, if chosen for the project.
5. U.S. Government Form 254 for the firm or for each member of the Joint-Venture;
6. Affirmative Action Requirements – (See Appendix B);
7. Affidavit of Moral Integrity – (See Appendix C);
8. Disclosure Form (must use enclosed form, Appendix E);

The staff proposed by the Consultant in the EOI shall be used in the performance of the project. If the Consultant is proposing to utilize the same key personnel in multiple EOIs, one of the following must be provided. Failure to do so may cause the EOIs that have the same personnel proposed to be rejected.

- A) A statement in the EOI that all projects utilizing the same staff will be completed on time, and how this will be accomplished, or
- B) A statement in the EOI that the firm voluntarily withdraws one of the EOIs from further consideration if the Authority is giving serious consideration to more than one EOI, or
- C) Alternate staff resumes to be used by the Authority in evaluating EOIs if the Authority is giving serious consideration to more than one EOI.

EOIs are limited to a total of fifteen (15) single-sided letter sized (8 ½ X 11) pages, excluding Insurance compliance letter, Disclosure Form, Form 254, Affirmative Action Statement/Forms, and signed Affidavits of Moral Integrity.

This page limitation shall be increased to a maximum of twenty-two (22) pages, if the Consultant must exercise Option C above. The additional seven (7) single-sided letter-sized pages shall include information for alternate staffing as follows:

- 1) An alternate organizational chart not exceeding one (1) single-sided page showing key personnel names, position title and reporting relationships.

- 2) One (1) page, single-sided resume for up to five (5) alternative key project personnel stating relevant experience including dates of assignments and professional qualifications.
- 3) Allowance for one (1) page, if necessary, to explain the Consultant's modified approach to the project and if it would be handled differently as a result of utilizing the alternate personnel.

The Consultant shall not include alternate staffing in their EOI unless they are required to do so in accordance with Option C. If included in the EOI, the proposed alternative staffing information shall be contained in a separate section of the EOI. It shall not be considered in the scoring of the EOI until determined to be appropriate by the Authority.

Anything in excess of the page limitations for each of the EOI criteria specified above, will not be read or considered. If the EOI submitted is not in accordance with the specific provisions defined above, it shall be considered incomplete and may be rejected.

EOIs must be submitted no later than September 29, 2004 and delivered to:

New Jersey Turnpike Authority  
Maintenance Department  
Route 33 & Interchange 8  
PO Box 335  
Hightstown, NJ 08520  
Attention: Lee E. Oakland, Manager  
Environmental Quality & Resources

Inquiries concerning the EOI are to be directed in writing to Lee E. Oakland, Manager, Environmental Quality & Resources, at the above address, e-mailed to [oakland@turnpike.state.nj.us](mailto:oakland@turnpike.state.nj.us) or Faxed to 609-426-0389. The inquiry deadline is 3:00 p.m. September 17, 2004. The Authority will respond to all written inquiries received. Each inquiry will be stated and a written response provided. Responses will be posted on the Internet on September 22, 2004. All Consultants will be responsible for submitting their EOI in accordance with the solicitation and any modifications, revisions and/or clarifications thereto as a result of the posted responses.

A document review period has been scheduled for September 1, 2004 through September 10, 2004. Consultants will be afforded a two (2) hour period to review the documents and data available. Arrangements must be made in advance by contacting Judith G. Grant at 609-426-6300 or via e-mail at [grant@turnpike.state.nj.us](mailto:grant@turnpike.state.nj.us).

The EOIs will be ranked on the basis of numerical scores. For this project, the rating factors and weights are:



RATING FACTORS

WEIGHTS

1) understanding of project	15
2) approach to the project	25
3) experience on similar projects	25
4) credentials of the project team	25
5) commitment to quality management	5
6) extent of New Jersey presence including location of project office	<u>5</u>
	100%

Following a review of the submitted EOIs, the Authority will request Fee Proposals from the top three (3) technically ranked firms it deems most qualified based on the EOI evaluation. Fee Proposals are to be submitted, in a format consistent with the Staffing Schedule in the "Attachments to EOI Solicitation" (Appendix F), dated August, 2004, within three (3) days after receipt of written, faxed or verbal request for a Fee Proposal. All respondents will be notified at the completion of the process regarding their status.

All firms must have on file with the Authority a "Professional Service Prequalification Questionnaire" prior to the closing date for the submittal of EOIs.

The Authority has promulgated a Code of Ethical Standards pursuant to the laws of the State of New Jersey, a copy of which is attached as Appendix D. By submitting an EOI, your firm will be subject to the intent and purpose of said Code and to the requirements of the Division of Ethical Standards of the State of New Jersey.

Consultants will be fully responsible for the delivery of their EOI. Reliance upon the U.S. mail or other carriers is at the Consultant's risk. Late EOIs, received after 3:00 pm, September 29, 2004 will not be considered. All EOIs shall become the property of the Authority.

Very truly yours,

Daniel P. McNamara, P.E.  
Director of Maintenance

**CONSULTANT LIST  
OPS 2069**

**Profile Codes C-197, - “Remediation Systems: Operation and Maintenance”**

Accutech Environmental Services, Inc.  
B & B Diversified Enterprises, Inc.  
Baker Environmental, Inc.  
BEM Systems, Inc  
Birdsall Engineering, Inc.  
Boswell Engineering  
Brinkerhoff Environmental Services, Inc.  
Converse Consultants  
Dewberry  
Earth Tech  
ENSR Corporation  
Envirotrac Ltd.  
Groundwater & Environmental Services, Inc.  
H2M Associates, Inc.  
Handex of New Jersey, Inc.  
Hatch Mott MacDonald  
INTEX Environmental Group, Inc.  
Lawler, Matusky & Skelly Engineers, LLP  
Liro-Kassner, Inc.  
Malcom Pirnie, Inc.  
Paulus Sokolowski & Sartor, LLP  
Pennonni Associates, Inc.  
PMK Group  
Schoor DePalma, Inc.  
Shaw/Stone & Webster, Inc.  
The Louis Berger Group, Inc.  
Urban Engineers, Inc.

**ATTACHMENT TO  
EXPRESSION OF INTEREST SOLICITATION  
FOR  
ORDER FOR PROFESSIONAL SERVICES  
No. 2069  
ENVIRONMENTAL ENGINEERING CONSULTANTS  
OPERATION, MAINTENANCE AND COMPLIANCE MONITORING  
OF REMEDIATION SYSTEMS  
AT  
WILLIAM HALSEY SERVICE AREA 11N  
AND  
VINCE LOMBARDI SERVICE AREA 13**

**August 2004**

## TABLE OF CONTENTS

ADMINISTRATIVE AND CONTRACTUAL INFORMATION .....	1
Professional Corporation .....	1
Signatures.....	1
Incurring Costs .....	1
Addendum to EOI Solicitations .....	1
Acceptance of EOIs .....	1
Rejection of EOIs.....	1
Final Contract.....	1
Dissemination of Information .....	2
News Releases .....	2
Public Records .....	2
EOI SCHEDULE .....	3

## APPENDICES

INSURANCE AND INDEMNIFICATION REQUIREMENTS .....	APX A-1
Insurance .....	APX-A-1
CERTIFICATE AND ENDORSEMENT REQUIREMENTS .....	APX A-4
INDEMNIFICATION.....	APX A-5
AFFIRMATIVE ACTION.....	APX B-1
AFFIDAVIT OF MORAL INTEGRITY .....	APX C-1
CODE OF ETHICAL STANDARDS .....	APX D-1
PREAMBLE .....	APX D-1
Definitions .....	APX D-1
Advisory Opinions .....	APX D-2
Code of Ethical Standards.....	APX D-2
DISCLOSURE FORM.....	APX E-1
STAFFING SCHEDULE.....	APX F-I

## **ADMINISTRATIVE AND CONTRACTUAL INFORMATION**

### **Professional Corporation**

Incorporated firms that have not filed a copy of a Certificate of Authorization, as required by NJSA 45:8-56, with the Authority must include a copy of the Certificate with the EOI.

Professional service corporations established pursuant to the “Professional Service Corporation Act,” P.L. 1969, c. 232 (N.J.S.A. 14A:17-1 et seq.), are exempt from this requirement.

### **Signatures**

An officer authorized to make a binding commitment must sign fee proposals.

### **Incurring Costs**

The Authority shall not be liable for any costs incurred by a consultant in the preparation of its EOI for the services requested by this EOI solicitation.

### **Addendum to EOI Solicitations**

If at any time prior to receiving EOIs it becomes necessary to revise any part of this EOI solicitation, or if additional information is necessary to enable the proposer to make an adequate interpretation of the provisions of this EOI solicitation, an addendum to the EOI solicitation will be provided to each consultant.

### **Acceptance of EOIs**

The Authority may award an Order for Professional Services (OPS) for these services to a proposer that the Authority determines best satisfies the needs of the Authority. The EOI does not in any manner or form commit the Authority to award any OPS. The contents of the EOIs may become a contractual obligation, if, in fact, the proposals are accepted and an OPS is entered into with the Authority. Failure of a proposer to adhere and/or honor any or all of the obligations of the EOIs may result in cancellation of any award of OPS by the Authority.

### **Rejection of EOIs**

The Authority shall not be obligated at any time to award any OPS to any consultant.

### **Final Contract**

Any OPS entered into with a selected consultant shall be a contract that shall be satisfactory to the Authority in accordance with the laws of the State of New Jersey. It is understood that any OPS that may be awarded will be on the basis of a professional contract for services within the intent of the statutes and laws of the State of New Jersey, specifically N.J.S.A. 27:23-6.1.

Proposers are advised that the following language is included in the OPS regarding professional standard of care:

“The Authority’s Director of Maintenance may disapprove at any time any item of service by the Consultant if such item is not in accordance with requirements of this Order for Professional Services or the standard of care of the Consultant as set forth in this Section. The Consultant represents and warrants that it shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of its profession performing the kind of services hereunder and practicing in the same or similar locality at the same time. In the event of nonfulfillment of the foregoing warranty, the Consultant shall promptly re-perform at the written request of the Authority made at any time within a one (1) year period after the Authority’s acceptance (by use) of the services, such corrective services (within the original scope of the Consultant’s services) as may be necessary to conform to the foregoing warranty; provided further, however, that the Authority’s Director of Maintenance shall have the right throughout the course of the entire project to review the Consultant’s work and request changes and corrections so that the services of the Consultant conform to the requirements of this Order for Professional Services and standard of care. All costs incurred by the Consultant in performing such correction services shall be borne by the Consultant.”

### **Dissemination of Information**

Information included in this document or in any way associated with this project is intended for use only by the consultant and the Authority and is to remain the property of the Authority. Under no circumstances shall any of said information be published, copied, or used, except in replying to this EOI solicitation.

### **News Releases**

No news releases pertaining to this project to which it relates shall be made without Authority approval and then only in coordination with the issuing office and the Authority Director of Public Affairs.

### **Public Records**

Any proposal received from a proposer under this EOI solicitation constitutes a public document that will be made available to the public upon request. A proposer may request the Director of Law to deem certain sections of its EOI containing personal, financial or proprietary information non-disclosable, as permitted by N.J.A.C. 19:9-4.2(a)4, which determination shall be in the sole discretion of the Director of Law.

## **EOI/RFP SCHEDULE**

### **EOI SCHEDULE**

### **DATE**

Posting of EOI Solicitation	August 25, 2004
Document Review Period	September 1, 2004 thru September 10, 2004
Closing Date for Submittal of Inquiries	September 17, 2004
Posting of Inquiry Responses to EOI	September 22, 2004
Closing Date for Submittal of Expression of Interest	September 29, 2004
Request Fee Proposal from Selected Firms	October 13, 2004
Anticipated Approval by Authority Commissioners	November 30, 2004
Notice to Proceed	January 1, 2005

## **INSURANCE and INDEMNIFICATION REQUIREMENTS**

### **2. INSURANCE**

The Consultant shall procure and maintain at its own expense, until acceptance by the Authority of the project or for a duration as otherwise provided herein, insurance for liability for damages imposed by law and assumed under this Order for Professional Services, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best rating of A- or better. Before commencing any services hereunder, the Consultant shall furnish to the Authority certificate(s) of insurance in a form satisfactory to the Authority showing that it has complied with this Section. The certificate(s) shall provide that the policies shall not be cancelled or restrict any coverage until 30 days prior written notice has been given the Authority. All certificates and notices of cancellation or restriction in coverage shall be mailed to: Director of Maintenance, New Jersey Turnpike Authority, P.O. Box 335, Hightstown, New Jersey 08520. Upon request, the Consultant shall furnish the Authority with a certified copy of each policy itself, including the provision establishing premiums.

In the event that the Consultant fails or refuses to maintain or renew any insurance policy required to be maintained herein, or if such a policy is cancelled or modified so that the insurance does not meet the requirements contained herein, the Authority may refuse to make payment of monies due under Order for Professional Services. The Authority in its sole discretion may use such monies to purchase insurance on behalf of the Consultant. The Authority may waive or modify any insurance requirement set forth herein.

Types and minimum limits of insurance shall be:

(a) Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage (Each occurrence combined single limit)	\$2,000,000
Personal Injury (Each occurrence annual limit)	\$2,000,000
General Aggregate (annual limit)	\$2,000,000
Products/Completed Operations Aggregate (annual limit)	\$2,000,000
Fire Damage Legal Liability (annual limit)	\$ 100,000



Medical Payments  
(annual limit)

\$ 5,000

This policy shall name the “ New Jersey Turnpike Authority, its commissioners, officers, employees and agents” as additional insureds.

The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed commercial general liability policy.

This insurance shall include but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including, where applicable, the deletion of the coverage restriction related to work conducted within fifty (50) feet of a railroad, Products/Completed Operations, X.C.U., and Independent Contractors coverages. This policy shall remain in force for a period of two (2) years following the completion and /or termination of this Order for Professional Services.

(b) Business Automobile Liability Insurance

The Business Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combined Single Limit of Liability for Bodily Injury and /or Property Damage any one accident - \$2,000,000

This policy shall name the “New Jersey Turnpike Authority, its commissioners, officers, employees and agents” as additional insureds.

**The Consultant and any subconsultant who will be transporting any hazardous materials, hazardous substances, hazardous wastes or contaminated soils as part of the service under this Order for Professional Services, shall provide the Authority with one of the following:**

1. A Form MCS90 Endorsement for Motor Carrier Liability under Sections 29 and 30 of the Motor Carrier Act of 1980 (“Act”) issued by an insurer,
2. a Motor Carrier Surety Bond (Form MCS 82) for Public Liability under Section 30 of the Act issued by a surety, or
3. a written decision, order or authorization of the Interstate Commerce Commission authorizing the Consultant or subconsultant to self-insure pursuant to 49 C.F.R., Part 1043.5.

(c) Workers' Compensation and Employers' Liability Insurance

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident. Such policies shall include endorsements to ensure coverage under the U.S. Longshore's and Harborworkers' Compensation Act and Maritime Act (Death on the High Seas Act) where required.

(d) Valuable Papers and/or Electronic Data Processing (EDP) Media Insurance

The Consultant shall procure Valuable Papers and /or EDP Media Insurance to cover the reproduction costs of blueprints, drawings and other documents related to the professional services rendered in the event of destruction by any peril. The limits of liability shall be \$400,000.

(e) Architects and Engineers or Miscellaneous Professional Errors and Omissions

The Consultant, upon award of the Order for Professional Services, shall provide its own Architects and Engineers Errors and Omissions Insurance with a minimum limit of liability of \$2,000,000 per claim and in the aggregate, exclusive of the amount required for Commercial General Liability Insurance. The \$2,000,000 limit of liability is to be renewed annually for the duration of the project and for a period of two years following termination of the Order for Professional Services.

This coverage shall not contain any environmental restrictions or exclusions.

**Note: If the Consultant and any subconsultant and/or their subcontractors who will be engaged in performing contracting operations, including but not limited to construction, maintenance, monitoring activities, installation of monitoring wells and similar services. The following Contractor/ Pollution Liability Insurance must be provided.**

With regard to services rendered by the Consultant and/ or their subconsultants and/ or their subcontractors for the Project, a Contractors Pollution Liability Policy shall be provided.

Minimum annual limits of Liability as follows:

Each Occurrence	\$2,000,000
Annual Aggregate	\$2,000,000

This insurance shall include, but not be limited to coverage for on-site clean-up, bodily injury and/ or property damage to third parties, Contractual Liability, Automobile Liability for the transportation of materials to and from the project site, completed operations and shall include insured coverage under a severability of interest clause.

The policy shall be renewed annually for the duration of the Project and for a period of two (2) years following termination of this Order for Professional Services or the completion of the Project or include two (2) years completed operations coverage. The policy shall name “The New Jersey Turnpike Authority, its commissioners, officers, employees and agents” as additional insureds.

As an alternative to the requirements set forth in subsection (e) above, the Consultant may provide a Contractors Operations and Professional Services Policy (COPS), subject to the same minimum separate limits and coverage requirements as stated above.

### **Certificate and Endorsement Requirements**

The Certificate of Insurance shall state that each of the above-required policies has been amended to include the following endorsements:

- Thirty (30) days notice of cancellation or restriction in coverage by mail to the New Jersey Turnpike Authority.
- All policies, except Workers Compensation, shall contain a waiver of subrogation clause in favor of the New Jersey Turnpike Authority.
- With respect to all policies, except Worker Compensation and Architects and Engineers or Miscellaneous Professional Errors and Omissions Liability Insurance, the other insurance clause under each policy shall be amended to read as follows: “This policy will act as primary insurance and not contribute with policies issued to the New Jersey Turnpike Authority.”
- The Certificate of Insurance must reference the Order for Professional Services (OPS) number and description of the project for accurate administrative processing.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE CONSULTANT ARE SPECIFIED

HEREIN, THE LIABILITY OF THE CONSULTANT SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES SO PROVIDED NOR SHALL THESE MINIMUM LIMITS PRECLUDE THE AUTHORITY FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE ORDER FOR PROFESSIONAL SERVICES OR OTHERWISE IN LAW.

### **Indemnification**

The Consultant shall defend, indemnify and save harmless the Authority, its officers, agents and employees and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Consultant or the Authority), resulting from any negligent act or omission or from the willful misconduct of the Consultant or of any of its officers, agents, employees, subconsultants, or subcontractors in the performance of its services under this Order for Professional Services.

Any money due to the Consultant under and by virtue of this Order for Professional Services as shall be considered necessary by the Authority may be retained by the Authority and held until any and all Liabilities shall have been settled and suitable evidence to that effect furnished to the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Order for Professional Services.

## **AFFIRMATIVE ACTION**

The Consultant must certify that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey; and that it does not discriminate against any person or persons on the basis of race, creed, age, color sex, national origin or handicap.

In addition, the Consultant must state in the EOI that it agrees to fulfill all requirements in Exhibit AA1-Mandatory Language for Professional Service Contracts, and complete the following form:

Exhibit AA2 – AA-302 Form (available from the Authority's web site at [www.state.nj.us/turnpike/eoiserv.htm](http://www.state.nj.us/turnpike/eoiserv.htm))

However, if a firm maintains a current Letter of Federal Approval or a current Certificate of Employee Information Report Approval, as issued by the Department of the Treasury, State of New Jersey, it may be submitted in place of the AA-302 Form.

The appropriate form must be completed and submitted to the Authority.

P.L. 1975, c. 127 (N.J.A.C. 17:27)

**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS**

During the performance of this Contract, the Contractor agrees as follows:

- (a) The Consultant or Subconsultant, where applicable, will not discriminate against any employee or applicant for employment because of age, race creed, color, national origin, ancestry, marital status, gender or sexual orientation. The consultant will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- (b) The Consultant or Subconsultant, where applicable, will, in all solicitations or advertisements for employees place by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, gender or sexual orientation.
- (c) The Consultant or Subconsultant, where applicable, will send to each labor union or representative or workers with which is has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting office advising the labor union or workers' representative of the Consultant's commitments under this act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (d) The Consultant, or Subconsultant, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- (e) The Consultant or Subconsultant agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to

N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

- (f) The Consultant or Subconsultant agrees to inform, in writing, appropriate recruitment agencies in the area, including employment, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, gender or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- (g) The Consultant or Subconsultant agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing confirms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey, and as established by applicable federal law and applicable Federal court decisions.
- (h) The Consultant or Subconsultant agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, gender of sexual orientation, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and application Federal court decisions.
- (i) The Consultant or Subconsultant shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:17).

**NEW JERSEY TURNPIKE AUTHORITY**

**AFFIDAVIT OF MORAL INTEGRITY**

STATE OF \_\_\_\_\_

ss:

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_ the \_\_\_\_\_  
(Pres., Vice Pres., Owner/Partner)  
of \_\_\_\_\_, being first duly sworn, deposes and says:  
(Company)

1. That the \_\_\_\_\_ (Company) (Owner) wishes to be considered to submit an Expression of Interest on the New Jersey Turnpike Authority
2. That \_\_\_\_\_ (Company) (Owner) wishes to demonstrate moral integrity in accordance with the Expression of Interest for Operation, Maintenance and Compliance Monitoring Consulting Services at Service Areas 11N and 13.
3. That in accordance with said Procedures as of the date of signing this Affidavit, neither the \_\_\_\_\_ Company, or any of its Principals, Owners, Officers, or Directors are involved in any Federal, State or other Governmental Investigation concerning criminal or quasi criminal violations, except as follows: (If none, so state):
4. Deponent further states that neither the \_\_\_\_\_ Company, nor any of its Principals, Owners, Officers, or Directors, has ever engaged in any violation of a Federal or State Criminal Statute; or ever been indicted, convicted, or entered a plea of guilty, non vult or nolo contendere to any violation of a Federal or State Criminal Statute; or ever engaged in violation of any nature regarding work on contracts performed by it, including but not limited to OSHA and NJDEP violations, except as follows:  
(If none, so state).
5. That any depository, vendor or other agency herein or later named is hereby authorized to supply the New Jersey Turnpike Authority with any information necessary to verify any statement made in this Consultant's Qualifying Statement.
6. That as of the date of signing this Affidavit, outstanding liens filed against this Company are as follows: (If none, so state).



7. That the undersigned, being authorized to act on behalf of \_\_\_\_\_ Company, certifies that I am personally acquainted with the operations of said Company, have full knowledge of the factual basis comprising the contents of this Consultant's Affidavit of Moral Integrity and that the same are true to my knowledge.
8. That if a corporation, the corporation \_\_\_\_\_ incorporated in the State of New Jersey. If not a New Jersey Corporation, the Corporation \_\_\_\_\_  
(is, is not)  
(is, is not)  
authorized to do business in the State of New Jersey (attach Certificate of Authorization from New Jersey Secretary of State).
9. That, in accordance with said Procedures as of the date of signing this Affidavit, \_\_\_\_\_ Company has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent Authority by reason of claiming its rights to withdraw a bid because of unilateral mistake, and has not been disqualified from future bidding on any State of New Jersey project, including but not limited to, projects of any State Agency, the Turnpike Authority or any other independent authority, for any other reason except as follows (if none, so state):
10. That this Consultant's Affidavit of Moral Integrity is made to induce the New Jersey Turnpike Authority to accept an Expression of Interest and be permitted to submit Expressions of Interest on requests for professional services, knowing that the said New Jersey Turnpike Authority relies upon the truth of the statements herein contained.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, **2004**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Notary Public

## **NEW JERSEY TURNPIKE AUTHORITY**

### **CODE OF ETHICAL STANDARDS**

#### **Preamble**

In recognition that it is essential that the conduct of public officials and employees shall hold the respect and confidence of the people, Chapter 182, Public Laws 1971 (RS 52:13D—1 et seq.) was enacted by the New Jersey Legislature and signed by the Governor on June 2, 1971. This statute provides that within guidelines contained therein, each state agency shall promulgate a code of ethical standards to govern and guide the conduct of its Members and Employees.

The effective administration and operation of the many facets of the Turnpike Authority is both dependent and enhanced by the public's respect, confidence, and support gained through the actions and services of its dedicated members and employees. As no code of rules could anticipate or particularize all the duties and situations of these members and employees, the Authority adopts the following code as a general guide. The enumeration of these particular duties should not be construed as a denial of existence of others equally imperative, though not specifically mentioned, within the spirit of this Code.

Basic to this Code is the recognition that under our democratic form of government public officials and employees should be drawn from all of our society; that citizens who serve in government cannot and should not be expected to be without any personal interest in the decisions and policies of government; that citizens who are government officials and employees have a right to private interests of a personal, financial and economic nature; that standards of conduct should separate those conflicts of interest which are unavoidable in a free society from those conflicts of interest which are substantial and material or which bring government into disrepute.

#### **Definitions**

- a) "Authority" shall mean the New Jersey Turnpike Authority.
- b) "Employee" shall mean any person employed on a temporary or permanent basis by the Authority who receives compensation other than a sum in reimbursement of expenses.
- c) "Interpretation Committee" shall mean a committee consisting of the Deputy Executive Director, the Director of Personnel and the Director of Law which shall review and interpret the code of Ethical Standards.
- d) "Member" shall mean any Commissioner of the New Jersey Turnpike Authority appointed in accordance with the provisions of N.J.S.A. 27:23—1 et seq.
- e) "Person" means any natural person, association or corporation.
- f) "Interest" in a corporation means the ownership or control of more than 10% of the stock of the corporation.

- g) Words in the singular number shall include the plural and words of gender shall mean either masculine or feminine, as appropriate.

### **Advisory Opinions**

It is not possible to address in a Code of Ethical Standards all situations which may arise and which may form the basis of a conflict of interest. In the event that a situation arises in which a member or employee is uncertain of whether or not a contemplated course of action would result in a violation of the statute of this Code of Ethical Standards, he shall refer the matter to the Chairman of the Authority who shall render an opinion or request an advisory opinion from the Executive Commission on Ethical Standards. A copy of each opinion by the Chairman shall be forwarded for approval, disapproval or modification to the Executive Commission on Ethical Standards.

### **Code of Ethical Standards**

(1) No member or employee shall have any interest, financial or otherwise, direct or indirect, or engage in any business or transaction or professional activity, whether by himself or through his spouse or any member of his immediate family or through any partner or associate, which is in substantial conflict with the proper discharge of his duties in the public interest.

(2) No member or employee shall engage in any particular business, profession, trade or occupation outside of his Authority employment which is subject to licensing or regulation by a specific agency of State government and which is specifically in the area in which he is employed, without promptly filing notice of such activity with the Executive Commission on Ethical Standards which will endorse such notice with its recommendation as to the propriety of the reported activity.

(3) No member or employee shall use or attempt to use his official position to secure unwarranted privileges or advantages for himself or others.

(4) Members and employees having any responsibility for the purchase, acquisition, sale or disposition of materials or property, or administration of funds, shall not transact business with, nor approve or authorize any transaction with any close associate or corporation or other business entity in which he, a member of his immediate family, or a close associate is a member, employee, or is in any way interested. In the event a member or employee finds himself in the situation hereby prohibited, he will report the facts to his immediate superior who will relieve him from further responsibility in connection with the transaction.

(5) No member or employee shall undertake any employment or service, whether compensated or not, which might reasonably be expected to impair his objectivity or independence of judgement in the exercise of his official duties.

(6) No member or employee shall accept from any person whether directly or indirectly and whether by himself or through his spouse or any member of his immediate family or through any partner or associate, any gift, favor, service or other thing of value under circumstances from which it might reasonably be inferred that such gift, favor, service or other thing of value was

given or offered for the purpose of influencing him in the discharge of his official duties.

(7) No member or employee who represents this Authority as a participant at a public function, such as a speaker, panelist or in other similar capacity, shall accept any fee, honorarium, gratuity or any other like thing of value for such representation and participation unless the actual expenses incurred by any such member or employee incident to such representation and participation are greater than any sum paid to such member or employee by this department as reimbursement thereof, provided, however, that any such case, any such employee or member shall only accept such fee, honorarium, gratuity or any other like thing of value equal in amount to the difference between such expenses actually incurred and any such reimbursement. Should a member or employee be invited to participate in a conference or convention in an official capacity related to his employment, he may accept defrayment of travel and incidental expenses by the inviting organization provided he is not reimbursed by the department for such travel and/or incidental expenses.

(8) No member or employee shall knowingly act in any way that might reasonably be expected to create an appearance of impropriety or impression among the public having knowledge of his acts that he may be engaged in conduct violative of his trust as an officer or employee.

(9) No member or employee shall appropriate or borrow for his personal use or for the personal use of any other person, any Turnpike Authority or government property with which he is entrusted or to which he has access or is required to use in the performance of his duties.

(10) Every member and employee shall conduct himself with respect to his duties in a courteous and respectful manner.

(11) No member or employee shall disclose to any individual or entity for his private gain or advantage or for the private gain or advantage of another individual or entity, confidential information concerning the property or affairs of the Turnpike Authority, the State, or Federal Government. Neither shall he divulge or discuss any information or data which can be used by others in pending litigation or claims against the Authority, the State, or the Federal Government. This prohibition does not apply to records or information which are made available to the general public.

(12) There is to be established an Interpretation Committee, which responsibility it will be to review and interpret the Authority's Code of Ethical Standards. The Committee members shall consist of the Deputy Executive Director, Director of Personnel and the Director of Law. The Committee shall make an annual report to the Executive Director and Chairman listing its activities for that year. The Committee shall also assist the Chairman in preparing advisory opinions as set forth in the Code. The Committee shall also have the responsibility to answer any inquiries from any individual regarding an interpretation of any provision of the Code of Ethical Standards.

## **DISCLOSURE FORM**

TO ALL CONSULTANTS

RE:    **Disclosure Form** - Outstanding Work

The purpose of this form is to disclose the outstanding work your firm has with the Authority. The outstanding work is defined as all work your firm anticipates to bill the Authority in the next 18 months. Do not include work to be performed by your Subconsultants. However, work your firm has as a Subconsultant should be included. Include recent Consultant Selections (unexecuted OPS), all executed OPSs, and Supplements with outstanding work and Supplements that under normal conditions should be executed and billable in the next 18 months.

The Review Committee will only consider workload at the time of reviewing this Expression of Interest for selection and/or short listing. If this project requires a technical proposal, workload will not be considered again.

The undersigned certifies that the foregoing information regarding outstanding work is true and accurate as of \_\_\_\_\_. I am aware that if any of the foregoing information provided herein is willfully false, I am subject to punishment as provided by law.

Certification: \_\_\_\_\_  
Principal of the Firm

Please submit this completed form with your Expression of Interest. List each OPS and Supplement separately. Attach additional pages if necessary.

### **DISCLOSURE**

TOTAL OUTSTANDING WORK ANTICIPATED  
INVOICED FOR THE NEXT 18  
MONTHS FROM THE DATE OF THIS  
EXPRESSION OF INTEREST LETTER

TOTAL OUTSTANDING WORK NOT  
ANTICIPATED TO BE BILLED/INVOICED  
FOR THE NEXT 18 MONTHS (check with  
Authority Project Managers for  
durations)

OPS#

DESCRIPTION

OPS #

DESCRIPTION

TOTAL: \$\_\_\_\_\_

TOTAL: \$\_\_\_\_\_